UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION - Detroit

IN RE:

Keith D Mcconnell

S.S.# xxx-xx-3309

Debtor

and

Lashar L Mcconnell

S.S.# xxx-xx-1589 Joint-Debtor Debtor(s) CASE NO. 14-58086 CHAPTER 13 JUDGE Fucker

PLAN SUMMARY

For informational purposes only.

ACP: 60 Months

Minimum Plan Length: 60 Months Plan payment: \$97.95 per bi-weekly.

Minimum dividend to Class 9 Creditors \$ 0.00
Percentage of Tax Refunds committed 100%

FIRST AMENDED CHAPTER 13 PLAN

[] Original

OR [X]Pre-Confirmation Modification # 1

[[Post-Confirmation Modification #

NOTICE TO CREDITORS:

YOUR RIGHTS MAY BE AFFECTED. THIS PLAN MAY BE CONFIRMED AND BECOME BINDING WITHOUT FURTHER NOTICE OR HEARING UNLESS A TIMELY WRITTEN OBJECTION IS FILED. READ THIS DOCUMENT CAREFULLY AND SEEK THE ADVICE OF AN ATTORNEY.

- I. STANDARD MODEL PLAN; INCORPORATION OF ADDITIONAL TERMS, CONDITIONS AND PROVISIONS; ALTERATIONS NOTED:
 - A. THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFERENCE THE ADDITIONAL TERMS, CONDITIONS AND PROVISIONS WHICH MAY BE FOUND AT <u>WWW.13EDM.COM</u> or WWW.MIEB.USCOURTS.GOV.

INTERESTED PARTIES MAY ALSO OBTAIN A WRITTEN COPY OF THE ADDITIONAL TERMS, CONDITIONS AND PROVISIONS APPLICABLE TO CHAPTER 13 PLANS FROM DEBTOR'S COUNSEL UPON WRITTEN REQUEST.

- B. This Plan conforms in all respects to the Standing Chapter 13 Trustees' Model Plan which is referenced in Administrative Order 12-05 issued by the U.S. Bankruptcy Court for the Eastern District of Michigan. Those sections of this Plan that vary from the Model Plan are listed in this paragraph (any alterations not stated in this section are void):V.D.; V.P.; V.U.; V.X.
- II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENTS; PLAN LENGTH; EFFECTIVE DATE AND ELIGIBILITY FOR DISCHARGE:
 - A. Debtor's Current Monthly Income exceeds the applicable State median income. Debtor's Applicable Commitment Period is 60 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

		Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be months from the date of entry of the Order Confirming Plan. This is a minimum Plan length. If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.
		If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.
	B.	Debtor's plan payment amount is \$97.95 per bi-weekly.
	C.	Future Tax Refunds. See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.
chec 1. 2. 3.	med, paragr Debtor's refunds. Debtor's pro-ration f entitled to r Debtor's anticipated to receive a and State T CASES A ked, paragr Debtor's refunds. Debtor's pro-ration f receive afte Debtor's anticipated receive afte	SSIGNED TO BAY CITY DIVISION: Check only one box. If none are checked or more than one box is suph 2 shall apply: Plan proposes a 100% dividend to unsecured creditors. Therefore, Debtor is not required to remit any future tax Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I does not include a cor anticipated tax refunds. Debtor will remit 50% of all Federal and State Tax Refunds that Debtor receives or is eccive after commencement of the case. Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I includes a proration for Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that Debtor receives or is entitled fter commencement of the case to the extent the refund exceeds the sum of twelve times the amount of the Federal ax Refund pro-ration shown in Schedule I. SSIGNED TO DETROIT DIVISION: Check only one box. If none are checked or more than one box is aph 2 shall apply: Plan proposes a 100% dividend to unsecured creditors. Therefore, Debtor is not required to remit any future tax or anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to remement of the case. Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I includes a proration for Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to remmencement of the case.
 para 2. 3. 	graph 2 shad Debtor's refunds. Debtor's pro-ration freceive afte Debtor's	Plan proposes a 100% dividend to unsecured creditors. Therefore, Debtor is not required to remit any future tax Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I does not include a for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to r commencement of the case. Plan proposes less than a 100% dividend to unsecured creditors and Debtor's Schedule I includes a proration for Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration
	D.	if the box to the immediate left is "checked", the debtor acknowledges that debtor is not eligible for a discharge pursuant to 11 USC §1328.
		if the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor is not eligible for a discharge pursuant to 11 USC §1328.

- E. if the box to the immediate left is "checked", the debtor or joint debtor is self-employed **AND** incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.
- III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.
 - A. Class One TRUSTEE FEES as determined by statute.
 - B. Class Two ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:
 - 1. PRE-CONFIRMATION ATTORNEY FEES: At confirmation of the Plan, Counsel shall elect to either:
 - a. In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$ 3,000.00 for services rendered plus \$ 0.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$ 3,000.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum of paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 3,000.00 , will be paid as an Administrative Expense Claim; or
 - b. Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$5,000.00 for this purpose. See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.
 - **2. POST-CONFIRMATION ATTORNEY FEES:** See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.
 - 3. RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES: Debtor has retained or intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.
 - 4. OTHER ADMINISTRATIVE EXPENSE CLAIMS: Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.
 - C. CLASS THREE SECURED CLAIMS TO BE STRIPPED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE. If the Debtor and the Lienholder agree to the lien strip, the Debtor and Lienholder shall file a Stipulation in the bankruptcy case and submit a proposed Order accomplishing the lien strip. If the Debtor does not have the agreement of the Lienholder, then Debtor shall timely file an Adversary Proceeding as required by the Administrative Orders, Guidelines and Procedures promulgated by the Bankruptcy Court for the Eastern District of Michigan. See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

Creditor	Collateral
-NONE-	

- D. CLASS FOUR SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).
 - 1. Continuing Payments that come due on and after the date of the Order for Relief (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information):

Creditor	Collateral	Monthly Payment	Direct, Via Trustee or Surrendered
-NONE-			

2. Pre-Petition Arrearages to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

Creditor	<u>Collateral</u>	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

- E. CLASS FIVE SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. 11 USC §1322(c)(2). (See Paragraph H, Paragraph L and Paragraph O of the Additional Terms, Conditions and Provisions for additional information):
 - 1. Creditors to be paid Equal Monthly Payments, 11 USC §1325(a)(5)(B):

CitiMortgage/19425 Marx Detroit, MI 48203	Surrendered	30,000.00		Interest 0.00		Trustee
Creditor/Collateral	Indicate if modified or surrendered	Market value <u>of</u> collateral	Interest Rate (Present Value Rate)	Total to be paid Including	Monthly Payment	Direct or Via

2. Creditors not to be paid Equal Monthly Payments, 11 USC §1325(a)(5)(A):

Creditor/Collateral	Indicate if "crammed", modified or surrendered	Market value <u>of</u> <u>collateral</u>	Interest Rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	Direct or Via Trustee
Bass & Associates/2005 Kawasaki VN2000	Crammed	4,000.00	5.00%	4,529.02	75.48	Trustee
Art Van/Consumer Purchase	Modified	0.00	5.00%	1,930.50	32.18	Trustee

F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): – Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

1. Continuing Lease/Contract Payments:

		Monthly	Lease/Contract	Direct or Via
Creditor	Property	Payment	expiration date	Trustee
Cepeda Phillips	19425 Marx	\$1,000.00	lease ending	Direct
	Detroit, MI 48203		February 2016	

2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

Creditor	Property	Arrears Amount	Estimated Average Monthly Payment	Months to Cure From Confirmation Date
-NONE-				

3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

Creditor	Property
-NONE-	

- G. CLASS SEVEN PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).
 - 1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

		Creditor		Monthly	Payme	nt	Dire	ect or Via Trustee
-NON	-							
	2.	Domestic Supp	ort Obligations: Pr	re-Petition Arreara	ges due			ler for Relief:
		Creditor		Arrears Amou	nt		nated Average thly Payment	Direct or Via Trustee
-NONI						112011	,	
	3.	All Other Priori	itv Unsecured Clai	ms [11 U.S.C. §132	22(a)(2)	1		
		Creditor			ount		Dire	ect or Via Trustee
-NON	E-							
								2(b)(1): (To be paid by tional information):
		ditor		ount		est Rate		for Special Treatment
-NONI	E							
		Terms, Cond	This Plan sha Unsecured cl Attachment 1 "Unsecured F (ii) will conti yields the gre Worksheet, L payment to C This Plan sha 100% of allor	ns for additional in all provide a total suaims in an amount, Liquidation Analy Base Amount"). This nue for the full Plais ater payment to Claine 8, for additional lass 9 Unsecured Call provide a divider wed claims.	aformation of that is not so that is not so that is not so that is plan is not be asset of the following that information and to he	distribution of less that Stateme shall prove has indicated mation constants.	on to creditors hole an the Amount An nt of Value of End ride either (i) the U cated in Paragraph Creditors. See Att Incerning funds est	ding Class 9 General vailable in Chapter 7 shown on cumbered Property (the Unsecured Base Amount; or a II.A of this Plan, which ever eachment 2, Chapter 13 Model timated to be available for nsecured Claims equal to
				oth boxes are check	ted, thei	n the plan	shall pay the Uns	secured Base Amount.
IV.	OTH	ER PROVISIO	NS:					
	A.	if the box receive interes	to the immediate least on their allowed	eft is "checked", cre claims at the rate of	editors l of <u>0.00%</u>	nolding cl 6 per ann	laims in Class Sev um as required by	ven, Eight and Nine shall v 11 USC ~1325(a)(4).
	В.	Fees, if Debte Attorney fees complete with	or's Plan will not c and costs shall be	omplete within 60 paid by the Trusteen the date of the Or	months e only a	of the da fter a pla	te of the Order Con modification that	ost- Confirmation Attorney onfirming Plan, all unpaid at allows Debtor's Plan to with notice as is appropriate to
		2. The referen	nce to "Co-Debtor"	' in Plan provision	V.P. sha	all be stri	cken.	
		maintain insu debtor, debto the default. It Relief from t	rance as required by a counsel and the fine default is not the Automatic Stay	by law or contract, and Chapter 13 Truste cured within the tin as to the collateral	any parte, permone permone to the Contract to	ty in inter itting 10 d litted, the Court alor	rest may submit a days from service party in interest r ng with an affidav	Plan, if the debtor fails to notice of default, served on of the notice in which to cure may submit an Order Granting it attesting to the debtor's hearing") shall be stricken.

4. Plan provision V.X. shall be modified as follows: "In the event of conversion of this case to Chapter 7, applicable

deadlines shall be governed by Fed.R.Bankr.P. 1019."

/s/ William D. Johnson
William D. Johnson P54823
Attorney for Debtor
8900 E. 13 Mile Rd.
Warren, MI 48093
Street Address
Warren, MI 48093-0000
City, State and Zip Code
filing@acclaimlegalservices.com
E-Mail Address
248-443-7033
Phone Number

/s/ Keith D Mcconnell	
Keith D Mcconnell	
Debtor	
/s/ Lashar L Mcconnell	
Lashar L Mcconnell	
Joint Debtor	
November 18, 2014	
Date	

ATTACHMENT 1

LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE	30,000.00	65,510.78	0.00	0.00	0.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS	5,500.00	0.00	5,500.00	5,500.00	0.00
JEWELRY	1,350.00	0.00	1,350.00	1,350.00	0.00
CASH/BANK ACCOUNTS	569.00	0.00	569.00	569.00	0.00
VEHICLES	10,000.00	8,202.66	6,000.00	6,000.00	0.00
OTHER (itemize)	0.00	0.00	0.00	0.00	0.00

Amount available upon liquidation		0.00
Less administrative expenses and costs	\$	0.00
Less priority claims	\$	0.00
Amount Available in Chapter 7	\$	0.00

ATTACHMENT 2

CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2 E.D.M.)

1.	Length of Plan is months		
2.	Initial Plan Payment: $\$212.22$ per month x 60 months = $\$12,733.20$ (subtotal)		
3.	Additional Payments: per=		
4.	Lump Sums:		\$0.00
5.	Total to be paid into Plan (total of lines 2 through 4)		\$12,733.20
6.	Estimated Disbursements other than to Class 9 General Unsecured Creditors		
	a. Estimated trustee's fees \$1,273.20		
	b. Estimated Attorney Fees and costs through confirmation of plan \$3,000.00		
	c. Estimated Attorney Fees and costs Post-confirmation through duration of Plan \$2,000.00		
	d. Estimated Fees of Other Professionals \$0.00		
	e. Total mortgage and other continuing secured debt payments \$0.00		
	f. Total non-continuing secured debt payments (including interest) \$6,459.52		
	g. Total priority claims \$0.00		
	h. Total arrearage claims \$0.00		
7	Total Disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h)	s	12,732.72
8.	Funds estimated to be available for Class 9 General Unsecured Creditors (item 5 minus item 7)	\$	0.48
9.	Estimated dividend to Class 9 General Unsecured Creditors in Chapter 7proceeding (see liquidation analysis on page 6)	\$	0.00

COMMENTS:

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN **SOUTHERN DIVISION**

IN RE: KEITH D. & LASHAR L. MCCONNELL

Case Number: 14-58086 TJT

Chapter 13

Judge TUCKER

Debtor.

WILLIAM D. JOHNSON (P54823) ACCLAIM LEGAL SERVICES, P.L.L.C. 8900 E. 13 Mile Rd. Warren, MI 48093 (248) 443-7033

PROOF OF SERVICE

Documents Served:

First Amended Chapter 13 Plan

I hereby certify that on March 4, 2015, I electronically filed the foregoing Paper(s) with the Clerk of the Court using the ECF system which will send notification to such filing to the following:

Parties Served:

Chapter 13 Standing Trustee

Tammy L. Terry, Chapter 13 Trustee

535 Griswold, Suite 2100

Courtroom 1925 Detroit, MI 48226

and I hereby certify that I have mailed by United States Postal Service the Paper(s) to the following non-ECF participants on the attached Creditor Matrix.

> /s/ Nicole M. Hollihan NICOLE M. HOLLIHAN

Acclaim Legal Services, P.L.L.C. 8900 E. 13 Mile Road Warren, MI 48093 248-443-7033 filing@acclaimlegalservices.com

Label Matrix for local noticing 0645-2 Case 14-58086-tjt Eastern District of Michigan

Detroit

Wed Mar 4 13:02:46 EST 2015

Bass & Associates 3936 E. Fort Lowell Road Suite 200 Tucson, AZ 85712-1083

Credit One Bank Payment Services PO Box 60500 City Of Industry, CA 91716-0500

Dte Energy Attention: Bankruptcy Department Po Box 740786 Cincinnati, OE 45274-0786

Franklin Collection Sv 2978 W Jackson St Tupelo, MS 38801-6731

Henry Ford Health System Dept 55115 PO Box 55000 Detroit, MI 48255-0001

Michigan Bell Telephone Company % AT&T Services, Inc Karen Cavagnaro, Paralegal One AT&T Way, Room 3A104 Bedminster, NJ 07921-2693

Schneiderman & Sherman 23938 Research Drive Suite 300 Farmington, MI 48335-2605

Keith D McConnell 19425 Marx St. Highland Park, MI 48203-1380 Amsher Coll 600 Beacon Pkwy We Birmingham, AL 35209-3120

P.O. Box 6243 Sioux Falls, SD 57117-6243

CitiMortgage

Credit One Bank Po Box 98873 Las Vegas, NV 89193-8873

Eastern Account System INC. Attn: Bankruptcy Dept. Po Box 837 Newtown, CT 06470-0837

Henry ford macomb hospital c/o mmcc acct $\tilde{a}^-\hat{a}_{\hat{c}}\hat{a}_{\hat{c}}/2$ 6324 taylor dr plint, mi 48507-4680

Attn: Bankruptcy 444 Highway 96 East; Po Box 64378 St. Paul, MN 55164-0378

IC System

c/o Autumn Bushman 10619 South Jordan Gateway, #100 South Jordan, Utah 84095-3974

Prog Finance, LLC

VANDA, LLC C O WEINSTEIN AND RILEY, PS 2001 WESTERN AVENUE, STE 400 SEATTLE, WA 98121-3132

Lashar L McConnell 19425 Marx St. Highland Park, MI 48203-1380 Art Van Retail Services Dept 7680

Carol Stream, IL 60116-7680

Citibank/The Home Depot Citicorp Credit Srvs/Centralized Bankrup

Po Box 790040 Saint Louis. MO 63179-0040

DTE Energy One Energy Plaza 735 WCB Detroit, MI 48226

First Usa,na
Po Box 15298
Wilmington, DE 198

Wilmington, DE 19850-5298

Henry Ford Health Products PO Box 553920 Harper Woods, MI 48225

Merchants & Medical 6324 Taylor Rd Flint, MI 48507-4685

Progressive Finance 11629 South 700 East Draper, UT 84020-8376

Francesca Abbo Lousia 8900 E. 13 Mile Rd. Warren, MI 48093-2206

Tammy L. Terry Buhl Building 535 Griswold Suite 2100 Detroit, MI 48226-3681

William D. Johnson Acclaim Legal Services 8900 E. 13 Mile Rd. Warren, MI 48093-2206 The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d) Art VanEnd of Label MatrixRetail ServicesMailable recipients27Dept. 7680Bypassed recipients1Carol Stream, IL 60116-7680Total28